



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

NORTH SHORE IMPROVEMENT CO. *v.*
NEW YORK, P. & N. R. CO. et al.

June 16, 1921.

[108 S. E. 11.]

1. Customs and Usages (§ 17*)—Custom Cannot Change Express Contract.—Where a bill of lading provided for delivery of a car at a particular crossing in Norfolk, a general custom on the part of the carrier to tender delivery of cars consigned to Norfolk in Port Norfolk is not binding or admissible in evidence, for custom can never override the express provisions of the contract.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 412.]

2. Carriers (§ 100 (1)*)—Where Bill of Lading Calls for Delivery at Particular Crossing, Demurrage Cannot Be Charged until Delivery Is So Made at Variance with Custom.—Though it was the custom of carriers to tender delivery of cars consigned to Norfolk at Port Norfolk, yet where a bill of lading called for a delivery at a particular siding in Norfolk, the custom cannot modify the written contract of the parties, and until delivery is made at such siding demurrage cannot be charged.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 412.]

3. Appeal and Error (§ 1175 (2)*)—Judgment, Incorrect in Law, May Be Reversed by Appellate Court.—Where an action was tried on an agreed statement of facts, but judgment was incorrectly rendered for defendant, the appellate court may, pursuant to Code 1919, § 6365, reverse the judgment for defendant, and render judgment for plaintiff.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 577.]

Error to Law and Chancery Court of City of Norfolk.

Action by the North Shore Improvement Company against the New York, Philadelphia & Norfolk Railroad Company and Walker D. Hines, Director General of Railroads. There was a judgment for defendants, and plaintiff brings error. Reversed, and judgment rendered for plaintiff.

Baird & White and *R. Clarence Dozier*, all of Norfolk, for plaintiff in error.

Willcox, Cooke & Willcox, of Norfolk, for defendants in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.